

STATISTICAL INFORMATION ONLY: Debtor must select the number of each of the following items included in the Plan.

0 Valuation of Security

0 Assumption of Executory Contract or Unexpired Lease

0 Lien Avoidance

Last revised: September 1, 2018

**UNITED STATES BANKRUPTCY COURT
District of New Jersey**

In Re: Mohamed H. Elnahal

Case No.: 19-33928

Judge:

Debtor(s)

CHAPTER 13 PLAN AND MOTIONS

Original
 Motions Included

Modified/Notice Required
 Modified/No Notice Required

Date: _____

THE DEBTOR HAS FILED FOR RELIEF UNDER
 CHAPTER 13 OF THE BANKRUPTCY CODE.

YOUR RIGHTS MAY BE AFFECTED

You should have received from the court a separate *Notice of the Hearing on Confirmation of Plan*, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. Anyone who wishes to oppose any provision of this Plan or any motion included in it must file a written objection within the time frame stated in the *Notice*. Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. This Plan may be confirmed and become binding, and included motions may be granted without further notice or hearing, unless written objection is filed before the deadline stated in the *Notice*. The Court may confirm this plan, if there are no timely filed objections, without further notice. See Bankruptcy Rule 3015. If this plan includes motions to avoid or modify a lien, the lien avoidance or modification may take place solely within the chapter 13 confirmation process. The plan confirmation order alone will avoid or modify the lien. The debtor need not file a separate motion or adversary proceeding to avoid or modify a lien based on value of the collateral or to reduce the interest rate. An affected lien creditor who wishes to contest said treatment must file a timely objection and appear at the confirmation hearing to prosecute same.

The following matters may be of particular importance. Debtors must check one box on each line to state whether the plan includes each of the following items. If an item is checked as "Does Not" or if both boxes are checked, the provision will be ineffective if set out later in the plan.

THIS PLAN:

DOES DOES NOT CONTAIN NON-STANDARD PROVISIONS. NON-STANDARD PROVISIONS MUST ALSO BE SET FORTH IN PART 10.

DOES DOES NOT LIMIT THE AMOUNT OF A SECURED CLAIM BASED SOLELY ON VALUE OF COLLATERAL, WHICH MAY RESULT IN A PARTIAL PAYMENT OR NO PAYMENT AT ALL TO THE SECURED CREDITOR. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

DOES DOES NOT AVOID A JUDICIAL LIEN OR NONPOSSESSORY, NONPURCHASE-MONEY SECURITY INTEREST. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

Initial Debtor(s)' Attorney BST Initial Debtor: MHE Initial Co-Debtor _____

Part 1: Payment and Length of Plan

a. The debtor shall pay 1,000.00 Monthly* to the Chapter 13 Trustee, starting on for approximately 60 months.

b. The debtor shall make plan payments to the Trustee from the following sources:

Future Earnings
 Other sources of funding (describe source, amount and date when funds are available): _____

c. Use of real property to satisfy plan obligations:

Sale of real property
Description: _____
Proposed date for completion: _____

Refinance of real property:
Description: _____
Proposed date for completion: _____

Loan modification with respect to mortgage encumbering property:
Description: _____
Proposed date for completion: _____

d. The regular monthly mortgage payment will continue pending the sale, refinance or loan modification.

e. Other information that may be important relating to the payment and length of plan: _____

Part 2: Adequate Protection

NONE

a. Adequate protection payments will be made in the amount of \$ to be paid to the Chapter 13 Trustee and disbursed pre-confirmation to (creditor).

b. Adequate protection payments will be made in the amount of \$ to be paid directly by the debtor(s) outside the Plan, pre-confirmation to: (creditor).

Part 3: Priority Claims (Including Administrative Expenses)

a. All allowed priority claims will be paid in full unless the creditor agrees otherwise:

| Creditor | Type of Priority | Amount to be Paid |
|-----------------|------------------|-------------------|
| Brian S. Thomas | Attorney Fees | <u>3,000.00</u> |

b. Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount:
Check one:

None
 The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim pursuant to 11 U.S.C.1322(a)(4):

| Creditor | Type of Priority | Claim Amount | Amount to be Paid |
|----------|------------------|--------------|-------------------|
|----------|------------------|--------------|-------------------|

Part 4: Secured Claims

a. Curing Default and Maintaining Payments on Principal Residence: NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor shall pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

| Creditor | Collateral or Type of Debt | Arrearage | Interest Rate on Arrearage | Amount to be Paid to Creditor (In Plan) | Regular Monthly Payment (Outside Plan) |
|----------|----------------------------|-----------|----------------------------|---|--|
|----------|----------------------------|-----------|----------------------------|---|--|

b. Curing and Maintaining Payments on Non-Principal Residence & other loans or rent arrears: NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor will pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

| Creditor | Collateral or Type of Debt | Arrearage | Interest Rate on Arrearage | Amount to be Paid to Creditor (In Plan) | Regular Monthly Payment (Outside Plan) |
|----------|----------------------------|-----------|----------------------------|---|--|
|----------|----------------------------|-----------|----------------------------|---|--|

c. Secured claims excluded from 11 U.S.C. 506: NONE

The following claims were either incurred within 910 days before the petition date and are secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value:

| Name of Creditor | Collateral | Interest Rate | Amount of Claim | Total to be Paid through the Plan Including Interest Calculation |
|------------------|------------|---------------|-----------------|--|
|------------------|------------|---------------|-----------------|--|

d. Requests for valuation of security, Cram-down, Strip Off & Interest Rate Adjustments NONE

1.) The debtor values collateral as indicated below. If the claim may be modified under Section 1322(b)(2), the secured creditor shall be paid the amount listed as the "Value of the Creditor Interest in Collateral," plus interest as stated. The portion of any allowed claim that exceeds that value shall be treated as an unsecured claim. If a secured claim is identified as having "NO VALUE" it shall be treated as an unsecured claim.

**NOTE: A modification under this section ALSO REQUIRES
the appropriate motion to be filed under Section 7 of the Plan.**

| Creditor | Collateral | Scheduled Debt | Total Collateral Value | Superior Liens | Value of Creditor Interest in Collateral | Annual Interest Rate | Total Amount to Be Paid |
|----------|------------|----------------|------------------------|----------------|--|----------------------|-------------------------|
|----------|------------|----------------|------------------------|----------------|--|----------------------|-------------------------|

| | | | | | | | |
|---------------|--|--|--|--|--|--|--|
| -NONE- | | | | | | | |
|---------------|--|--|--|--|--|--|--|

2.) Where the Debtor retains collateral and completes the Plan, payment of the full amount of the

allowed secured claim shall discharge the corresponding lien.

e. Surrender NONE

Upon confirmation, the stay is terminated as to surrendered collateral only under 11 U.S.C. 362(a) and that the stay under 11 U.S.C. 1301 be terminated in all respects. The Debtor surrenders the following collateral:

| Creditor | Collateral to be Surrendered | Value of Surrendered Collateral | Remaining Unsecured Debt |
|----------|------------------------------|---------------------------------|--------------------------|
| | | | |

f. Secured Claims Unaffected by the Plan NONE

The following secured claims are unaffected by the Plan:

Creditor
Genesis Finance
M&T Bank Mortgage

g. Secured Claims to be Paid in Full Through the Plan NONE

| Creditor | Collateral | Total Amount to be Paid through the Plan |
|----------|------------|--|
| | | |

Part 5: Unsecured Claims NONE

a. Not separately classified allowed non-priority unsecured claims shall be paid:

Not less than \$____ to be distributed *pro rata*
 Not less than ____ percent
 Pro Rata distribution from any remaining funds

b. Separately classified unsecured claims shall be treated as follows:

| Creditor | Basis for Separate Classification | Treatment | Amount to be Paid |
|----------|-----------------------------------|-------------------|-------------------|
| Navient | pay student loan directly | Paid 100% outside | 75,534.00 |

Part 6: Executory Contracts and Unexpired Leases NONE

(NOTE: See time limitations set forth in 11 U.S.C. 365(d)(4) that may prevent assumption of non-residential real property leases in this Plan.)

All executory contracts and unexpired leases, not previously rejected by operation of law, are rejected, except the following, which are assumed:

| Creditor | Arrears to be Cured in Plan | Nature of Contract or Lease | Treatment by Debtor | Post-Petition Payment |
|----------|-----------------------------|-----------------------------|---------------------|-----------------------|
| | | | | |

Part 7: Motions NONE

NOTE: All plans containing motions must be served on all potentially affected creditors, together with local form, *Notice of Chapter 13 Plan Transmittal*, within the time and in the manner set forth in D.N.J. LBR 3015-1. A *Certification of Service*, *Notice of Chapter 13 Plan Transmittal* and *valuation* must be filed with the Clerk of Court when the plan and transmittal notice are served.

a. Motion to Avoid Liens under 11 U.S.C. Section 522(f). NONE

The Debtor moves to avoid the following liens that impair exemptions:

| Creditor | Nature of Collateral | Type of Lien | Amount of Lien | Value of Collateral | Amount of Claimed Exemption | Sum of All Other Liens Against the Property | Amount of Lien to be Avoided |
|----------|----------------------|--------------|----------------|---------------------|-----------------------------|---|------------------------------|
|----------|----------------------|--------------|----------------|---------------------|-----------------------------|---|------------------------------|

b. Motion to Avoid Liens and Reclassify Claim from Secured to Completely Unsecured. NONE

The Debtor moves to reclassify the following claims as unsecured and to void liens on collateral consistent with Part 4 above:

| Creditor | Collateral | Scheduled Debt | Total Collateral Value | Superior Liens | Value of Creditor's Interest in Collateral | Total Amount of Lien to be Reclassified |
|----------|------------|----------------|------------------------|----------------|--|---|
|----------|------------|----------------|------------------------|----------------|--|---|

c. Motion to Partially Void Liens and Reclassify Underlying Claims as Partially Secured and Partially Unsecured. NONE

The Debtor moves to reclassify the following claims as partially secured and partially unsecured, and to void liens on collateral consistent with Part 4 above:

| Creditor | Collateral | Scheduled Debt | Total Collateral Value | Amount to be Deemed Secured | Amount to be Reclassified as Unsecured |
|----------|------------|----------------|------------------------|-----------------------------|--|
|----------|------------|----------------|------------------------|-----------------------------|--|

Part 8: Other Plan Provisions

a. Vesting of Property of the Estate

- Upon Confirmation
- Upon Discharge

b. Payment Notices

Creditors and Lessors provided for in Parts 4, 6 or 7 may continue to mail customary notices or coupons to the Debtor notwithstanding the automatic stay.

c. Order of Distribution

The Standing Trustee shall pay allowed claims in the following order:

- 1) Ch. 13 Standing Trustee Commissions
- 2) Other Administrative Claims
- 3) Secured Claims
- 4) Lease Arrearages
- 5) Priority Claims
- 6) General Unsecured Claims

d. Post-Petition Claims

The Standing Trustee is, is not authorized to pay post-petition claims filed pursuant to 11 U.S.C. Section 1305(a) in the amount filed by the post-petition claimant.

Part 9: Modification NONE

If this Plan modifies a Plan previously filed in this case, complete the information below.

Date of Plan being modified: _____.

| | |
|--|--|
| Explain below why the plan is being modified: | Explain below how the plan is being modified: |
| Includes initials on Page 2; Clarify Part 5b | Clarify student loans paid outside; include initials |

Are Schedules I and J being filed simultaneously with this Modified Plan? Yes No

Part 10 : Non-Standard Provision(s): Signatures Required

Non-Standard Provisions Requiring Separate Signatures:

NONE

Explain here:

*This plan is a step plan or has lumpsum payments as follows: \$1,000.00 per month for 18 months, then \$2,700.00 per month for 42 months

Any non-standard provisions placed elsewhere in this plan are ineffective.

Signatures

The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Plan.

By signing and filing this document, the debtor(s), if not represented by an attorney, or the attorney for the debtor(s) certify that the wording and order of the provisions in this Chapter 13 Plan are identical to *Local Form, Chapter 13 Plan and Motions*, other than any non-standard provisions included in Part 10.

I certify under penalty of perjury that the above is true.

Date: _____

/s/ Mohamed H. Elnahal

Mohamed H. Elnahal

Debtor

Date: _____

Joint Debtor

Date _____

/s/ Brian S. Thomas

Brian S. Thomas

Attorney for the Debtor(s)

In re:
Mohamed H. Elnahal
Debtor

Case No. 19-33928-JNP
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0312-1

User: admin
Form ID: pdf901

Page 1 of 2
Total Noticed: 30

Date Rcvd: Mar 12, 2020

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Mar 14, 2020.

db +Mohamed H. Elnahal, 16 Wexford Lane, Linwood, NJ 08221-1382
518639445 +Bankers Healthcare Group, 0234 West State Road 84, Fort Lauderdale, FL 33315
518639446 +Barclays Bank, PO Box 8803, Wilmington, DE 19899-8803
518639449 +Citi Cards, PO Box 6241, Sioux Falls, SD 57117-6241
518639452 +Exxon Mobile, PO Box 6497, Sioux Falls, SD 57117-6497
518639453 +Genesis Finance, 3161 Michelson Drive, Irvine, CA 92612-4400
518750509 +Lending Club Corporation, 595 Market St., Suite 200, San Francisco, CA 94105-2807
518639455 +M&T Bank Mortgage, PO Box 900, Millsboro, DE 19966-0900
518639456 +Mona Elgenaide, 16 Wexford Lane, Linwood, NJ 08221-1382
518758708 ++STATE OF NEW JERSEY, DIVISION OF TAXATION BANKRUPTCY UNIT, PO BOX 245, TRENTON NJ 08646-0245
(address filed with court: State of New Jersey, Department of Taxation, PO Box 267, Trenton, NJ 08695)
518639458 +Sunoco Citibank, PO Box 6497, Sioux Falls, SD 57117-6497

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

smg E-mail/Text: usanj.njbankr@usdoj.gov Mar 13 2020 01:00:20 U.S. Attorney, 970 Broad St., Room 502, Rodino Federal Bldg., Newark, NJ 07102-2534
smg +E-mail/Text: ustpregion03.ne.ecf@usdoj.gov Mar 13 2020 01:00:16 United States Trustee, Office of the United States Trustee, 1085 Raymond Blvd., One Newark Center, Suite 2100, Newark, NJ 07102-5235
518754087 E-mail/Text: djohnston@bhg-inc.com Mar 13 2020 00:58:49 Bankers Healthcare Group LLC, 201 Solar Street, Syracuse, NY 13204
518639447 +E-mail/PDF: AIS.cocard.ebn@americaninfosource.com Mar 13 2020 01:14:22 Capital One, PO Box 30285, Salt Lake City, UT 84130-0285
518639450 +E-mail/PDF: creditonebknotifications@resurgent.com Mar 13 2020 01:14:20 Credit One Bank, PO Box 98875, Las Vegas, NV 89193-8875
518639451 E-mail/Text: mrdiscen@discover.com Mar 13 2020 00:59:11 Discover, PO Box 15316, Wilmington, DE 19850
518697324 +E-mail/Text: Hcabankruptcy-courtnotices@hcamerica.com Mar 13 2020 01:01:16 Hyundai Lease Titling Trust, PO Box 20809, Fountain Valley, CA 92728-0809
518639448 E-mail/PDF: ais.chase.ebn@americaninfosource.com Mar 13 2020 01:15:53 Chase, PO Box 15298, Wilmington, DE 19850
518751597 E-mail/PDF: resurgentbknotifications@resurgent.com Mar 13 2020 01:15:12 LVNV Funding, LLC, Resurgent Capital Services, PO Box 10587, Greenville, SC 29603-0587
518639454 +E-mail/Text: bk@lendingclub.com Mar 13 2020 01:00:55 Lending Club Corp, 71 Stevenson Street, San Francisco, CA 94105-2934
518748308 E-mail/Text: camanagement@mtb.com Mar 13 2020 00:59:47 M&T BANK, PO BOX 840, Buffalo, NY 14240
518639457 +E-mail/PDF: pa_dc_claims@navient.com Mar 13 2020 01:14:31 Navient, PO Box 9500, Wilkes Barre, PA 18773-9500
518651832 +E-mail/Text: GUARBKe-courtdocs@ascendiumeducation.org Mar 13 2020 00:59:05 Navient Solutions, LLC on behalf of, Ascendium Education Solutions, Inc., PO Box 8961, Madison, WI 53708-8961
518662033 +E-mail/PDF: cbp@onemainfinancial.com Mar 13 2020 01:03:46 OneMain Financial, P.O. Box 3251, Evansville, IN 47731-3251
518754195 E-mail/PDF: PRA_BK2_CASE_UPDATE@portfoliorecovery.com Mar 13 2020 01:14:19 Portfolio Recovery Associates, LLC, c/o Barclays Bank Delaware, POB 41067, Norfolk VA 23541
518749599 E-mail/PDF: PRA_BK2_CASE_UPDATE@portfoliorecovery.com Mar 13 2020 01:15:07 Portfolio Recovery Associates, LLC, c/o PRICELINE, POB 41067, Norfolk, VA 23541
518639459 +E-mail/PDF: gecscedi@recoverycorp.com Mar 13 2020 01:15:41 Syncb/Amazon, PO Box 965015, Orlando, FL 32896-5015
518643535 +E-mail/PDF: gecscedi@recoverycorp.com Mar 13 2020 01:15:41 Synchrony Bank, c/o of PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021
518748161 +E-mail/PDF: EBN_AIS@AMERICANINFO SOURCE.COM Mar 13 2020 01:16:24 Verizon, by American InfoSource as agent, 4515 N Santa Fe Ave, Oklahoma City, OK 73118-7901
TOTAL: 19

***** BYPASSED RECIPIENTS *****

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address
pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

District/off: 0312-1

User: admin
Form ID: pdf901

Page 2 of 2
Total Noticed: 30

Date Rcvd: Mar 12, 2020

***** BYPASSED RECIPIENTS (continued) *****

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Mar 14, 2020

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on March 11, 2020 at the address(es) listed below:

Brian S. Thomas on behalf of Debtor Mohamed H. Elnahal brian@brianthomaslaw.com
Denise E. Carlon on behalf of Creditor M&T Bank dcarlon@kmllawgroup.com,
bkgroup@kmllawgroup.com
Isabel C. Balboa on behalf of Trustee Isabel C. Balboa ecfmail@standingtrustee.com,
summarymail@standingtrustee.com
Isabel C. Balboa ecfmail@standingtrustee.com, summarymail@standingtrustee.com
U.S. Trustee USTPRegion03.NE.ECF@usdoj.gov

TOTAL: 5